

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

KAI CHUI CHAN A/K/A JIMMY CHAN,
MASTER TENANT,

Plaintiff,

-against-

MARLENE LIPINER,

Defendant.

Case No. _____

Notice of Removal

PLEASE TAKE NOTICE that Defendant Marlene Lipiner ("Lipiner"), by her undersigned attorney, hereby removes the above-captioned action from the Supreme Court of the State of New York, County of New York (Index. No. 650697/2015), to the United States District Court for the Southern District of New York.

In support of this Notice, Lipiner states as follows:

1. This action is removable because (i) the parties are citizens of different states and (ii) the amount in controversy, exclusive of interest and costs, is in excess of \$75,000.
2. On information and belief, Plaintiff Kai Chui Chan a/k/a Jimmy Chan ("Chan") is a citizen of the State of New York. (The Verified Complaint ("Complaint") alleges that Chan "is an individual who was and is a resident of the State of New York, County of New York.")

3. Defendant Marlene Lipiner was, at the time of the filing of this action, and still is, a citizen of the State of Florida.

4. The Complaint seeks specific performance, and recognition of the exercise of, an alleged right of first refusal to purchase real property located at 176 Bowery, New York, New York, for Ten Million and Two Hundred Thousand Dollars (\$10,200,000). Alternatively, Plaintiff seeks damages in an amount not less than Fifteen Million Dollars (\$15,000,000) for breach of the lease providing for the alleged right of first refusal.

5. Because this action is between citizens of different states, and because the amount in controversy exceeds \$75,000.00, exclusive of interest and costs, this Court had original jurisdiction of this action pursuant to 28 U.S.C. § 1332(a)(1), and removal is therefore proper pursuant to 28 U.S.C. § 1441(a).

6. The Summons and Complaint were filed on March 8, 2015. This Notice is therefore timely. *See* 28 U.S.C. § 1446(b).

7. Attached hereto as Exhibit A is a copy of “all process, pleadings and orders” in the state-court action—namely, the Summons, Complaint and Notice of Pendency.

Dated: New York, New York
March 26, 2015

LAW OFFICES OF ALAN C. STEIN PC

/s/ Alan C. Stein

By: 

Alan C. Stein (AS2186)

479 S. Oyster Bay Road
Plainview, New York 11803
(516) 932-1800

Attorneys for Defendant

Marlene Lipiner

EXHIBIT “A”

RCR1264
3/10/2015
355P

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK

-----X
KAI CHUI CHAN A/K/A JIMMY CHAN, MASTER TENANT,

SUMMONS

Plaintiff,

- against -

Index No.: 650697 / 2015

MARLENE LIPINER,

Defendant.

VENUE BASED
UPON CPLR 507
(Situs of Real
Property)

PROPERTY CONCERNED: 174-176 BOWERY, NY, NY 10012
BLOCK 0478 LOT 0028
BOROUGH OF MANHATTAN
COUNTY OF NEW YORK

-----X
To the Person Named as Defendant Above:

PLEASE TAKE NOTICE THAT YOU ARE HEREBY SUMMONED to appear in this action by serving a notice of appearance on the Plaintiffs at the address set forth below within 20 days after the service of this Summons (not counting the day of service itself), or within 30 days after service is complete if the summons is not delivered personally to you within the State of New York. In case of your failure to appear or answer, judgment will be taken against you by default for the relief demanded in the complaint.

Dated: New York, NY
March 7, 2015



Richard Alan Chen, Esq.
Attorney for Plaintiff
41-60 Main Street #203
Flushing, New York 11355
Tel. - 718-886-8181
Fax - 718-886-8011
raclawoffices@gmail.com

To: Marlene Lipiner
Defendant
7587 Cape Verde Lane
Lake Worth, FL 33467

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK

KAI CHUI CHAN A/K/A JIMMY CHAN,
MASTER TENANT,

Plaintiff/Petitioner,

- against -

MARLENE LIPINER,
re: 174-176 BOWERY, NY NY 10012

Defendant/Respondent.

Index No. 650697/2015

NOTICE OF COMMENCEMENT OF ACTION
SUBJECT TO MANDATORY ELECTRONIC FILING

PLEASE TAKE NOTICE that the matter captioned above, which has been commenced by filing of the accompanying documents with the County Clerk, is subject to mandatory electronic filing pursuant to Section 202.5-bb of the Uniform Rules for the Trial Courts. This notice is being served as required by Subdivision (b) (3) of that Section.

The New York State Courts Electronic Filing System ("NYSCEF") is designed for the electronic filing of documents with the County Clerk and the court and for the electronic service of those documents, court documents, and court notices upon counsel and self-represented parties. Counsel and/or parties who do not notify the court of a claimed exemption (see below) as required by Section 202.5-bb(e) must immediately record their representation within the e-filed matter on the Consent page in NYSCEF. Failure to do so may result in an inability to receive electronic notice of document filings.

Exemptions from mandatory e-filing are limited to: 1) attorneys who certify in good faith that they lack the computer equipment and (along with all employees) the requisite knowledge to comply; and 2) self-represented parties who choose not to participate in e-filing. For additional information about electronic filing, including access to Section 202.5-bb, consult the NYSCEF website at www.nycourts.gov/efile or contact the NYSCEF Resource Center at 646-386-3033 or efile@courts.state.ny.us.

Dated: 3/7/2015

/s/ RICHARD ALAN CHEN, ESQ. (Signature)

RICHARD ALAN CHEN, ESQ.

(Name)

RICHARD ALAN CHEN, ESQ.

(Firm Name)

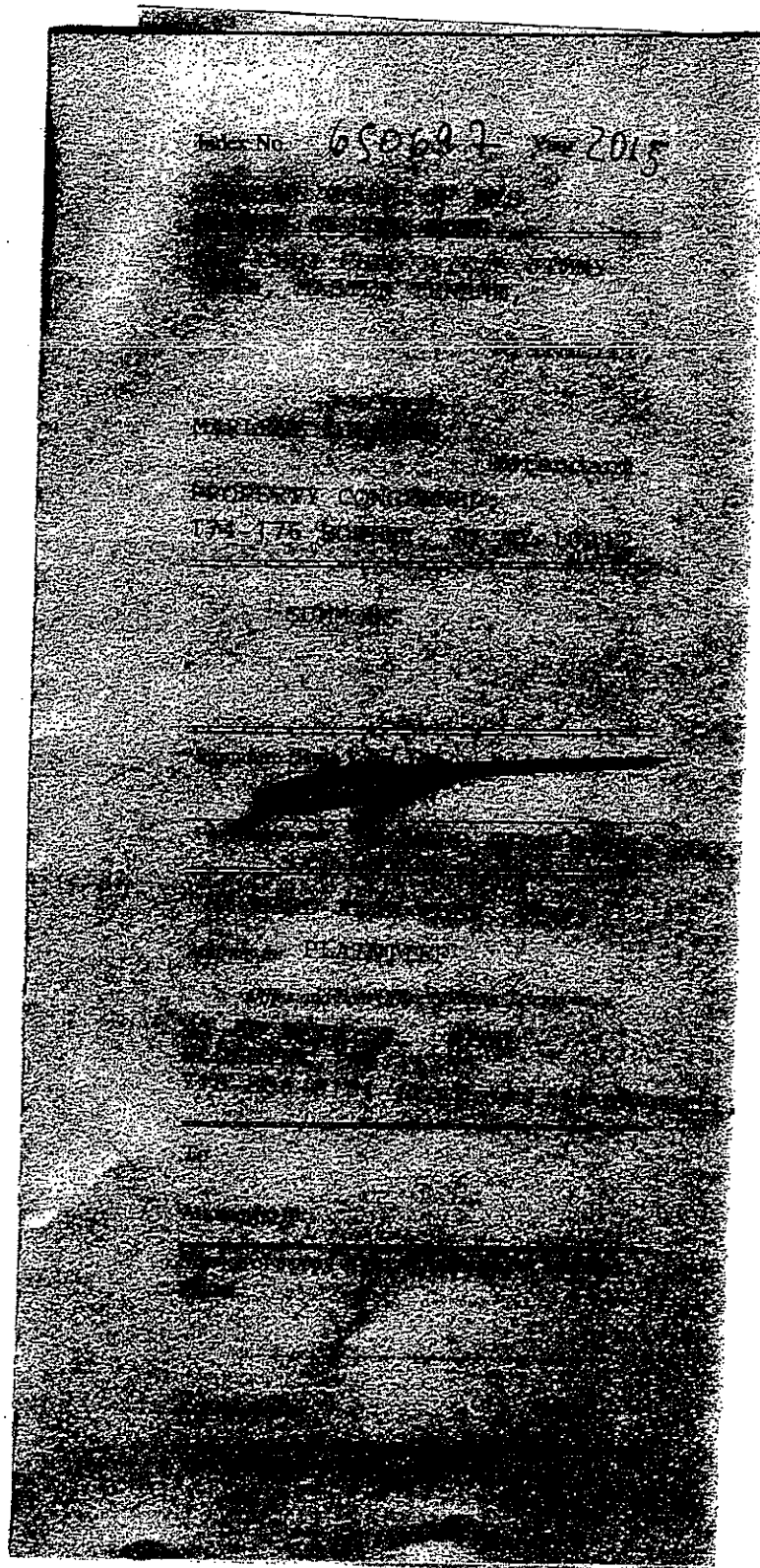
41-60 MAIN ST., SUITE 203 (Address)
Flushing, NY 11355

718-886-8181

(Phone)

raclawoffices@gmail.com (E-Mail)

To: MARLENE LIPINER
DEFENDANT
7587 CAPE VERDE
LANE
LAKE WORTH, FL
33467



NYSCEF DOC. NO. 2

INDEX NO. 650697/2015
RECEIVED NYSCEF: 03/09/2015

SUPREME COURT OF THE STATE OF NEW YORK

COUNTY OF NEW YORK

-----X INDEX NO. 650697/2015

KAI CHUI CHAN A/K/A JIMMY CHAN, MASTER

NOTICE OF PENDENCY

TENANT,

Plaintiff,

-against-

MARLENE LIPINER,

Defendant.

PROPERTY CONCERNED: 174-176 BOWERY, NY NY 10012

BLOCK 0478 LOT 0028

BOROUGH OF MANHATTAN

COUNTY OF NEW YORK

-----X

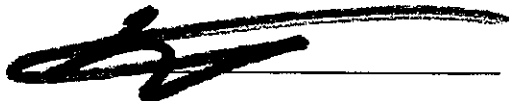
NOTICE IS HEREBY GIVEN that an action has been commenced and is pending in this Court upon a complaint of the above named Plaintiff against the above named Defendant for the enforcement of Plaintiff's Right of First Refusal to purchase the property concerned at 174- 176 Bowery, New York, New York 10012, pursuant to Lease dated March 2, 2000.

NOTICE IS FURTHER GIVEN that the premises affected by said action for enforcement of Plaintiff's Right of First Refusal to purchase the property, at the time of commencement of said action and at the time of the filing of this notice, is situated at

174-176 Bowery, New York, New York 10012, which is presently owned solely by Defendant, Block 0478, Lot 0028, in the County of New York and the State of New York, and is more particularly described in Schedule "A" attached hereto and made a part hereof.

The Clerk of the County of New York is directed to index this notice to the name of the above Defendant MARLENE LIPINER. The premises is known as 174-176 Bowery, Borough of Manhattan, County of New York (Block 478, Lot 0028, Parcels I and II.)

Dated: March 9, 2015



RICHARD ALAN CHEN, ESQ.

ATTORNEY FOR PLAINTIFF

41-60 MAIN STREET, SUITE 203

FLUSHING, NEW YORK 11355

718-886-8181 (TEL.)

718-886-8011 (FAX)

raclawoffices@gmail.com

TO: THE CLERK OF THE COUNTY OF NEW YORK

You are hereby directed to index the within Notice of Pendency of Action to the name of the Defendant herein and the number of each block on the land map which is affected by this Notice is hereby designated as follows:

BLOCK 478, LOT 0028, "PARCEL I AND PARCEL II"

COMMONLY KNOWN AS: 174-176 BOWERY, NEW YORK, NY
10012

LEGAL DESCRIPTION ON SCHEDULE "A" ATTACHED
HERETO

Dated: Queens, New York

March 9, 2015



RICHARD ALAN CHEN, ESQ.

ATTORNEY FOR PLAINTIFF

41-60 MAIN STREET, #203

FLUSHING, NY 11354

718-886-8181 (TEL.) / 718-886-8011 (FAX)

raclawoffices@gmail.com

SCHEDULE "A"

BLOCK 0478 LOT 0028
Borough of MANHATTAN, COUNTY OF NEW YORK
PREMISES COMMONLY KNOWN AS 174-176 BOWERY, NY NY 10012

PARCEL I

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Borough of Manhattan, County, City and State of New York, on the westerly side of the Bowery, known as 174 Bowery and also known as Lot Number 29 on a certain map entitled, "Public Service Commission for the First District Chief Engineers Office Route, 9-0-4 Drawing Number 13, February 28, 1908, Henry B. Seaman, Chief Engineer" and filed in the Office of the Register of County of New York March 19, 1908 as Map number 1250, and more particularly bounded and described as follows:

BEGINNING at a point on the northerly side of Delancey Street Extension at its intersection with the westerly side of the Bowery; running thence northerly along the westerly line of the Bowery 2 1/4 inches; thence westerly along the boundary line between Lot Number 28 and Lot Number 29 and distance of 1 foot 4 5/8 inches to the northerly line of Delancey Street Extension; thence easterly along the northerly line of Delancey Street Extension 1 foot 4 3/4 inches to the point or place of BEGINNING. Be said dimensions more or less. Being intended to describe that part of the premises known as Number 174 Bowery, title to which has not been acquired by the City of New York for the Extension of Delancey Street

PARCEL II

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Borough of Manhattan, County, City and State of New York, on the westerly side of the Bowery, known as number 176 Bowery and also known as Lot Number 28 on a certain map entitled "Public Service Commission for the First District Chief Engineers Office Route, 9-0-4 Drawing Number 13 February 28, 1908, Henry B. Seaman, Chief Engineer" and filed in the Office of the Register of the County of New York, March 19, 1908, as Map Number 1250, and more particularly bounded and described as follows:

BEGINNING at a point on the westerly line of the Bowery distant northerly 2 1/4 inches from the intersection formed by the westerly line of the Bowery and the northerly line of Delancey Street Extension; thence running northerly along the westerly line of the Bowery 25 feet; thence westerly on the boundary line between Lot Number 28 and Lot Number 27 a distance of 100 feet 3 3/8 inches to the boundary line between Lot Number 28 and Lot Number 11; thence southerly along said boundary line a distance of 11 feet 7 1/2 inches; thence easterly along the northerly line of Delancey Street Extension, 99 feet 7 inches; thence easterly along the boundary line between Lot Number 28 and Lot Number 29 a distance of 1 foot 4 5/8 inches to the westerly line of the Bowery at the point or place of BEGINNING. Be the said distances and dimensions more or less.

Being known as 176 Bowery, New York, New York.

Index No. 650697

Year 2015

SUPREME COURT OF NYS
COUNTY OF NY

KAI CHUI CHAN A/K/A JIMMY CHAN,
MASTER TENANT,

Plaintiff,

-against-
MARLENE LIPINER,

Defendant.

PROPERTY CONCERNED: 174-176 BOWERY
COUNTY OF NY/MANH. BLOCK 0478
~~LOT 0028~~

NOTICE OF PENDENCY

Signature (Rule 130-1.1-a)

Print name beneath

RICHARD ALAN CHEN, ESQ.

RICHARD ALAN CHEN, ESQ.

Attorney for PLAINTIFF

Office and Post Office Address, Telephone

41-60 MAIN ST. #203
FLUSHING, NY 11355
718-886-8181/raclawoffices@gmail.
com

To

Attorney(s) for

Service of a copy of the within is hereby admitted.
Dated

Attorney(s) for

1500 - Blumberg Excelstor Inc., NYC 10013

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK

-----X INDEX NO. 650697/2015

KAI CHUI CHAN A/K/A JIMMY CHAN, MASTER

TENANT,

VERIFIED COMPLAINT

Plaintiffs,

-against-

MARLENE LIPINER,

Defendant.

PROPERTY CONCERNED: 174-176 BOWERY, NY NY 10012
BLOCK 0478 LOT 0028
BOROUGH OF MANHATTAN
COUNTY OF NEW YORK

-----X
Plaintiff, KAI CHUN CHAN a/k/a JIMMY CHAN, MASTER TENANT, by his attorney, RICHARD ALAN CHEN, ESQ., as and for his complaint, alleges the following, upon information and belief:

SUMMARY OF ACTION

Plaintiff is a Master Tenant seeking to enforce a Right of First Refusal to purchase a 3 story building located at 174-176 Bowery, New York, New York for 10.2 Million Dollars. Defendant has sole title to the property concerned. Plaintiff's Right of First Refusal is contained in a Lease between the parties dated March 2nd, 2000, which was timely and properly exercised. Defendant is denying Plaintiff's right to purchase the property.

PARTIES

1. At all times hereinafter mentioned, Plaintiff KAI CHUI CHAN a/k/a JIMMY CHAN (hereinafter "JIMMY") is an individual who was and is a resident of the State of New York, County of New York. Plaintiff is a Master Tenant contained in a Lease (hereinafter "LEASE") between the parties dated March 2nd, 2000, for the first floor commercial space at 174-176 Bowery, New York, NY, Block 0478, Lot 0028, Borough of Manhattan, County of New York (hereinafter the building shall be called "176 Bowery.") JIMMY has properly and diligently complied with the LEASE since inception. (See Exhibit A, a copy of the last Recorded deed from ACRIS, which legally describes the property concerned.)
2. At all times hereinafter mentioned, Defendant MARLENE LIPINER, (hereinafter "LIPINER,") is an individual who was residing at 1 Elmwood Court, Plainview, NY 11803, on March 2nd, 2001, when the LEASE was signed and who, on information and belief, is now a resident of the State of Florida, Palm Beach County. LIPINER was and is the sole titleholder of the building at 176 Bowery, New York, NY.

3. Pursuant to the LEASE, Plaintiff JIMMY became the "Master Tenant" under the LEASE when his wholly owned legal entity discontinued its corporate activities.

AS AND FOR A FIRST CAUSE OF ACTION FOR SPECIFIC PERFORMANCE

4. By letter dated February 9, 2015, JIMMY was notified by LIPINER, through her Counsel, ALAN C. STEIN, (hereinafter "STEIN") by letter to JIMMY'S Attorney, JOHN CHANG, ESQ., (hereinafter "CHANG"), "that Landlord (LIPINER) has accepted a bona fide offer from a prospective purchaser to purchase 176 Bowery." The purchase price was TEN MILLION AND TWO HUNDRED THOUSAND (\$10,200,000.00) DOLLARS.
5. STEIN'S letter requested JIMMY to waive his Right of First Refusal to Purchase 176 Bowery. Attached to the letter was a copy of the proposed Contract with the Third Party Buyer.
6. By letter dated February 26, 2015 from CHANG TO STEIN, JIMMY properly and timely EXERCISED HIS RIGHT OF FIRST REFUSAL TO BUY 176 BOWERY FOR TEN MILLION AND TWO HUNDRED THOUSAND DOLLARS (\$10,200,000.00.)

7. Along with the letter, CHANG included a down payment check for FIVE HUNDRED AND TEN THOUSAND DOLLARS (\$510,000.00) made payable to STEIN'S firm, "as attorney," for the initial deposit and exercise of JIMMY'S right to purchase and a statement JIMMY would fully comply with the terms of the Third Party Contract.
8. STEIN, on behalf of LIPINER, rejected JIMMY'S exercise of first refusal, by letter stating "your request to exercise said right is neither timely nor appropriate." STEIN raised defenses, attempting to deny JIMMY as a MASTER TENANT.
9. But he went on to qualify his rejection, stating "Regardless, rather than pursuing protracted and expensive litigation, my client is willing to offer the sum of \$100,000.00 in order for you to waive your Right of First Refusal, and execute an estoppels agreement in favor of the Purchasers in full and final settlement of the matter. Kindly advise if this is acceptable."
10. STEIN ignored ARTICLE XXXIII of the LEASE, which states as follows:
"RECOGNITION OF SUB-LESSEE" - "In the event either of the principals, Ping Cheung or Jimmy Chan wants to terminate its sublease, surrender its parts of the premises and or dissolve or cause Master Tenant to go out of business and discontinue its corporate activities, then, in that event,

Landlord agrees to continue to recognize the remaining sub-lessee, either Ping Cheung or Jimmy Chan, or their wholly owned legal entity, as the replacement Master Tenant under the master lease. The name of the sublessee shall be incorporated into the master lease by reference hereto."

11. As stated previously, JIMMY became Master Tenant when his wholly owned legal entity operating under the LEASE ceased its corporate activities.
12. JIMMY is in full compliance with the lease now and was at the time of his exercise of his Right of First Refusal. JIMMY is ready, willing and able to buy 176 BOWERY on the terms of the Third Party Contract supplied by STEIN with the notice of bona fide offer to purchase, and stands ready to pay the additional deposit of FIVE HUNDRED AND TEN THOUSAND \$510,000.00 required by the Third Party Contract fifteen (15) days after the first deposit per the Third Party Contract, thus bringing the down payment to ONE MILLION AND TWENTY THOUSAND DOLLARS (\$1,020,000.00) to STEIN, immediately upon LIPINER and STEIN'S acceptance of

JIMMY'S exercising his right to purchase the property, or Court order requiring them to recognize same. JIMMY is also fully ready to close the transaction on the terms of the Third Party Contract, as required by the LEASE terms for his Right of First Refusal.

13. LIPINER and STEIN can show no prejudice or damages that would result from allowing JIMMY to purchase 176 BOWERY.
14. JIMMY has invested in 176 BOWERY, having operated a commercial store at the location for over eighteen (18) years, (all previous corporate Tenants and/or subtenants were also controlled and owned by JIMMY, as allowed under the LEASE.)
15. When JIMMY first rented 176 BOWERY, it was a burned out shell.

On information and belief, a relative of LIPINER had committed arson against the property before JIMMY rented the premises, for which that person was sentenced to a prison term. Illustrative of the how damaged the property was at the time JIMMY rented it, THERE WAS NO ROOF FOR THE PREMISES, and thus the roof had to be rebuilt by JIMMY.

16. After renting the premises from LIPINER, it took JIMMY two (2) years of repairs and renovations before he was able to use the premises for his restaurant furniture business. JIMMY specifically bargained for the RIGHT OF FIRST REFUSAL in the predecessor and the present LEASE, as he knew he would have to make a substantial investment in 176 BOWERY to do a viable long term business there.
17. LIPINER and STEIN are attempting to improperly transfer 176 BOWERY to a Third Party in contravention of JIMMY's RIGHT OF FIRST REFUSAL TO BUY. They are acting in bad faith, as neither LIPINER or STEIN has stated why they will not accept the 10.2 Million Dollars from JIMMY, who is ready, willing and able to pay them, and why they are favoring selling for the same amount to the Third Party. One can only infer their reasons involve subterfuge or a hidden rationale to sell to the Third Party on LIPINER'S part, as LIPINER would receive exactly the same amount of money for purchase by JIMMY as from the Third Party.

18. 176 BOWERY is a unique, special and specific property that cannot be replaced by another property. Thus, the equitable remedy of specific performance is required to protect JIMMY'S right to purchase the property, a right he specifically negotiated and paid for under the LEASE, and a location he has built up and operated his business at for over 18 years.

19. JIMMY has no adequate remedy at law, and LIPINER has no viable defenses at law or in equity to JIMMY'S right under the LEASE to exercise his Right of First Refusal to Purchase 176 BOWERY. JIMMY is ready, willing and able to complete the purchase of 176 BOWERY pursuant to the terms of the THIRD PARTY CONTRACT.

20. Thus, Court intervention is required to protect JIMMY'S RIGHT OF FIRST REFUSAL to purchase 176 BOWERY, and judgment for Specific Performance is the only viable and legal remedy for JIMMY'S right to be enforced.

21. Attached hereto is the last recorded deed from the ACRIS system for 174-176 BOWERY. PROPERTY IS IN BOROUGH OF MANHATTAN, BLOCK 478, LOT 0028, CITY OF NEW YORK.
- (There are two parcels under BLOCK 478, LOT 0028. PARCEL I is denoted "174 Bowery," and contains only a minute and de minimus parcel only $2\frac{1}{4}$ " by $1'4\frac{5}{8}"$ x $1'4\frac{3}{4}"$.)
- Although PARCEL I is denoted its deed description as "Lot 29," there is no record of a lot 29 on ACRIS records, and both PARCEL I AND PARCEL II are recorded on ACRIS as a joint lot "28" and so described in lot assignment on the deed. PARCEL I is denoted in the deed description as the remains of "174 Bowery" after a street extension by New York City.
- PARCEL II is denoted "176 Bowery" and has dimensions of $25' \times 100'3\frac{3}{8}" \times 11'7\frac{1}{2}" \times 99'7" \times 1'4\frac{5}{8}"$, upon which the building concerned sits.
- SEE EXHIBIT A FOR LEGAL DESCRIPTION OF THE PROPERTY CONCERNED FROM THE LAST RECORDED DEED.

AS AND FOR A SECOND CAUSE OF ACTION FOR BREACH OF CONTRACT

22. JIMMY repeats and realleges all paragraphs 1-17 above as if fully stated herein.
23. LIPINER'S failure and refusal to perform her obligations under the LEASE concerning JIMMY'S exercise of his Right of First Refusal constitute a breach of contract, causing JIMMY damages including loss of investment, anticipated profits, and other anticipated and compensatory and other damages, including incidental and consequential damages, in an amount totaling at least FIFTEEN MILLION DOLLARS (\$15,000,000.00.)

WHEREFORE, Plaintiff KAI CHUN CHAN a/k/a JIMMY CHAN, MASTER TENANT, prays for judgment as follows:


1. On the First Cause of Action, for an order that Defendant Marlene Lipiner Specifically perform and recognize the exercise by Plaintiff Kai Chui Chan a/k/a Jimmy Chan of his Right of First Refusal to purchase the premises at 176 BOWERY THOUSAND for TEN MILLION AND TWO HUNDRED DOLLARS (\$10,200,000.00), and that Marlene Lipiner specifically perform and sell 176 BOWERY to Plaintiff as required by the LEASE terms.

2. On the Second Cause of Action, for an order that Defendant Marlene Lipiner pay over to Plaintiff Kai Chui Chan an amount not less than FIFTEEN MILLION DOLLARS (\$15,000,000.00) as compensatory, consequential and incidental and other damages, if the Court does not order Specific Performance.

Together with Punitive Damages, Attorneys Fees, Costs and Disbursements, Sanctions against Defendant and/or her attorney for frivolous conduct in denying Plaintiff his Right of First Refusal to purchase 174-176 Bowery, and for such other and further relief as to this Court seems just and proper.

Dated: March 7, 2015

Queens, New York



RICHARD ALAN CHEN, ESQ.

ATTORNEY FOR PLAINTIFF

41-60 MAIN STREET, SUITE 203

FLUSHING, NEW YORK 11355

VERIFICATION BY ATTORNEY

STATE OF NEW YORK

SS:

COUNTY OF NEW YORK

RICHARD ALAN CHEN, ESQ., being duly sworn, deposes and says:

That he is the attorney for the Plaintiff KAI CHUI CHAN a/k/a JIMMY CHAN, MASTER TENANT in the above entitled action, with offices at 41-60 Main Street, Suite 203, Flushing, New York 11355, City of New York, County of Queens, State of New York; that he has read the foregoing VERIFIED COMPLAINT and knows the contents thereof; that the same is true to his own knowledge, except as to those matters alleged on information and belief, and that as to those matters he believes them to be true.

That the reason why this verification is made by deponent instead of Plaintiff is because Plaintiff is not within the County of Queens which is the county where the deponent has his office. Deponent further says that the grounds of his belief as to all matters in the VERIFIED COMPLAINT not stated to be upon his knowledge are based upon conversations and documents provided by the Plaintiff and his transactional counsel John Chang, and other review of internet sources and writing relevant to this action.


RICHARD ALAN CHEN, ESQ.

ATTORNEY FOR PLAINTIFF

Sworn to before me

this 7th day of March, 2015.


NOTARY PUBLIC

JOHN CHANG
Notary Public, State of New York
No. 01CH4810685
Qualified in Queens County
Certificate Filed in New York County
Commission Expires April 30, 2018

Exhibit
A

ALEXANDER TAUB, residing at 71-20 157th Street, Flushing, New York
and MARLENE LIPINER, residing at 1 Elmwood Court, Plainview, N.Y.,
as joint tenants

party of the first part, and MARLENE LIPINER, residing at 1 Elmwood Court, Plainview, New York

party of the second part,

WITNESSETH, that the party of the first part, in consideration of TEN (\$10.00)

dollars

lawful money of the United States, and other valuable consideration

paid

by the party of the second part, does hereby grant and release unto the party of the second part, the heirs or successors and assigns of the party of the second part forever,

XX
XX

PARCEL 1

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Borough of Manhattan, County, City and State of New York, on the westerly side of the Bowery, known as 174 Bowery and also known as Lot Number 29 on a certain map entitled, "Public Service Commission for the First District Chief Engineers Office Route, 9-0-4 Drawing Number 13, February 28, 1908, Henry B. Seaman, Chief Engineer" and filed in the Office of the Register of County of New York, March 19, 1908 as Map number 1250, and more particularly bounded and described as follows:

BEQUINING at a point on the northerly side of Delancey Street Extension at its intersection with the westerly side of the Bowery; running thence northerly along the westerly line of the Bowery 2 1/4 inches; thence westerly along the boundary line between Lot Number 28 and Lot Number 29 and distance of 1 foot 4 5/8 inches to the northerly line of Delancey Street Extension; thence easterly along the northerly line of Delancey Street Extension 1 foot 4 3/4 inches to the point or place of BEQUINING. He said dimensions more or less. Being intended to describe that part of the premises known as Number 174 Bowery, title to which has not been acquired by the City of New York for the Extension of Delancey Street

1040 Pg 1565

PARCEL II

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Borough of Manhattan, County, City and State of New York, on the westerly side of the Bowery, known as number 176 Bowery and also known as Lot Number 28 on a certain map entitled "Public Service Commission for the First District Chief Engineers Office Route, 9-O-4 Drawing Number 13 February 28, 1908, Henry E. Seaman, Chief Engineer" and filed in the Office of the Register of the County of New York, March 19, 1908, as Map Number 1250, and more particularly bounded and described as follows:

BEING at a point on the westerly line of the Bowery distant northerly 2 1/4 inches from the intersection formed by the westerly line of the Bowery and the northerly line of Delancey Street Extension; thence running northerly along the westerly line of the Bowery 25 feet; thence westerly on the boundary line between Lot Number 28 and Lot Number 27 a distance of 100 feet 3 3/8 inches to the boundary line between Lot Number 28 and Lot Number 11; thence southerly along said boundary line a distance of 11 feet 7 1/2 inches; thence easterly along the northerly line of Delancey Street Extension, 99 feet 7 inches; thence easterly along the boundary line between Lot Number 28 and Lot Number 29 a distance of 1 foot 4 5/8 inches to the westerly line of the Bowery at the point or place of BEGINNING. Be the said distances and dimensions more or less.

Being known as 176 Bowery, New York, New York.

1040 Pg 1566

TOGETHER with all right, title and interest, if any, of the party of the first part in and to any streets and roads abutting the above described premises to the center lines thereof.

TOGETHER with the appurtenances and all the estate and rights of the party of the first part in and to said premises.

TO HAVE AND TO HOLD the premises herein granted unto the party of the second part, the heirs or successors and assigns of the party of the second part forever.

RECEIVED
FEB 11 1966
DEPT. OF REVENUE
TREASURY

AND the party of the first part covenants that the party of the first part has not done or suffered anything whereby the said premises have been incumbered in any way whatever, except as aforesaid.

AND the party of the first part, in compliance with Section 13 of the Lien Law, covenants that the party of the first part will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose.

The word "party" shall be construed as if it read "parties" whenever the sense of this indenture so requires.

IN WITNESS WHEREOF, the party of the first part has duly executed this deed the day and year first above written.

IN PRESENCE OF:


ALEXANDER TAUB


MARLENE LIPINER

STATE OF NEW YORK, COUNTY OF NEW YORK

On the 31st day of December 1985, before me

personally came

ALEXANDER TAUB

to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that he executed the same.

*Natan V. Bertman*NATAN V. BERTMAN
Notary Public, State of New York
No. 41075230
Qualified in Queens County
Commission Expires March 30, 1987

STATE OF NEW YORK, COUNTY OF

On the day of 19 before me personally came to me known, who, being by me duly sworn, did depose and say that he resides at No.

that he is the of

the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation, and that he signed his name thereto by like order.

FIRST AMERICAN TITLE INSURANCE
COMPANY OF NEW YORK
100 MONTAGNE STREET
BROOKLYN, N. Y. 11201

Bargain and Sale Deed

WITH COVENANT AGAINST GRANTOR'S ACTS

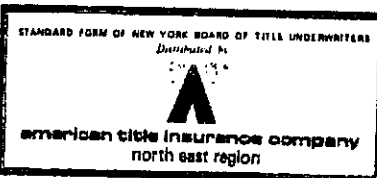
Title No. *CE# G 40200*

ALEXANDER TAUB & MARLENE LIPINER, as joint tenants

TO

MARLENE LIPINER

9572



A Member of The Continental Insurance Companies

STATE OF NEW YORK, COUNTY OF NEW YORK

On the 31st day of December 1985, before me

personally came

MARLENE LIPINER

to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that she executed the same.

*Natan V. Bertman*NATAN V. BERTMAN
Notary Public, State of New York
No. 41075230
Qualified in Queens County
Commission Expires March 30, 1987

STATE OF NEW YORK, COUNTY OF

On the day of 19 before me personally came to me known, who, being by me duly sworn, did depose and say that he resides at No.

that he is the of

the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation, and that he signed his name thereto by like order.

LOUVER *km*SECTION 2
BOOK 478
LOT 28
COUNTY OR TOWN New YorkRecorded At Request of American Title Insurance Company
RETURN BY MAIL TO:BERTMAN & LEVINE ESQS.
645 Manhattan Avenue
Brooklyn, N. Y. 11222

Zip No.

Advised

RECORD THIS SPACE FOR USE OF RECORDING OFFICE

NEW YORK COUNTY
RECEIVED
OFFICE OF CITY REGISTER
TRANSFER TAX
NEW YORK COUNTY

REC. FILED
CITY REGISTER
TPT # 2358

DEC. 15 1985

11-1
11-1

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View	Reel/Pg/File	CRFN	Lot	Partial	Doc Date	Recorded / Filed	Document Type	Pages	Party1	Party2	Party 3/ Other	More Party 1/2 Names	Corrected/ Remarks	Doc Amount
		2014000278021	28	ENTIRE LOT	8/6/2014	8/20/2014 12:55:11 PM	TAX LIEN SALE CERTIFICATE	24	CITY OF NEW YORK	BANK OF NEW YORK			✓	0
		3554/1956	28	ENTIRE LOT		7/3/2002	SUNDRY AGREEMENT	3	178 BOWERY TENANTS CORP.					0
		1189/1470	28	ENTIRE LOT		2/11/1987	SATISFACTION OF MORTGAGE	4	WINSTON NETWORK INC	METROMEDIA INC				0
		1040/1564	28	ENTIRE LOT	12/31/1985	3/21/1986	DEED	4	LIPINER, MARLENE	LIPINER, MARLENE		✓		0
		646/39	28	ENTIRE LOT		10/27/1982	MORTGAGE	311	WINSTON NETWORK, INC.	METROMEDIA, INC.				4,200,000
		645/1975	28	ENTIRE LOT		10/27/1982	ASSIGNMENT, MORTGAGE	20	METROMEDIA, INC.	WINSTON NETWORK, INC.				0
		633/274	28	ENTIRE LOT	12/23/1981	8/4/1982	DEED	4	TAUB, ALEXANDER SURVIVOR	LIPINER, MARLENE		✓		0
		387/206	28	ENTIRE LOT		12/28/1976	POWER OF ATTORNEY	2	BALTER, MAX N	BALTER, ROBERT				0
		387/202	28	ENTIRE LOT		12/28/1976	DEED	4	BALTER, MAX N	TAUB, ALEXANDER		✓		0

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# of PAGES:	4	REEL-PAGE:	1040-1564	EXPIRATION DATE:	N/A
DOC. TYPE:	DEED	FILE NUMBER:	N/A	ASSESSMENT DATE:	N/A
DOC. DATE:	12/31/1985	RECORDED / FILED:	3/21/1986	SLID #:	N/A
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MESSAGE:	N/A				

PARTY 1

NAME	ADDRESS 1	ADDRESS 2	CITY	STATE	ZIP	COUNTRY
LIPNER, MARLENE	1 ELMWOOD COURT		PLAINVIEW	NY	00000	US
TAUB, ALEXANDER	71-30 187TH STREET		FLUSHING	NY	00000	US

PARTY 2

NAME	ADDRESS 1	ADDRESS 2	CITY	STATE	ZIP	COUNTRY
LIPNER, MARLENE	1 ELMWOOD COURT		PLAINVIEW	NY	00000	US

PARTY 3/Other

NAME	ADDRESS 1	ADDRESS 2	CITY	STATE	ZIP	COUNTRY
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PARCELS

BOROUGH	BLOCK	LOT	PARTIAL	PROPERTY TYPE	EASEMENT	AIR RIGHTS	SUBTERRANEAN RIGHTS	PROPERTY ADDRESS	UNIT	REMARKS
MANHATTAN / NEW YORK	478	28	ENTIRE LOT	PRE-ACRIS	N	N	N	174 BOWERY		

REFERENCES

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MARLENE LIPNER

Defendant

PROPERTY CONCEALED

171-176 BOWERY, NY NY 10013

VERIFIED COMPLAINT

Seigneurie (Rue 130-131-132)

RECEIVED ALAN CHEN, BSC

RICHARD ALAN CHEN, ESQ.

Attorney for PLAINTIFF

Office and Post Office Address

47-60 MATN ST #22

FLUSHING, NY 11357
718 884 4000

716-886-8181 / raclawoffice@comcast.net

To: anna11.com

Attorney(s) for

Served on a copy of the within is hereby admitted
Dated _____

1992

Attorney's fee

1300 **Excel** for **Inc**

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

Index No.:

KAI CHUI CHAN A/K/A JIMMY CHAN, MASTER TENANT,

Plaintiff,

- against -

MARLENE LIPINER

Defendant.

NOTICE OF REMOVAL

ALAN C. STEIN, ESQ.
LAW OFFICE OF ALAN C. STEIN, P.C.
Attorney for Plaintiff
7600 Jericho Turnpike, Suite 308
Woodbury, New York, 11803
(516) 932-1800
(515)932-0220

Pursuant to 22 NYCRR 130-1.1, the undersigned, an attorney admitted to practice in the courts of New York State, certifies that, upon information and belief and reasonable inquiry, the contentions contained in the annexed document are not frivolous.

Dated: Woodbury, New York

Signature: _____

Print Signer's Name: Alan C. Stein, Esq.

Service of a copy of the within

is hereby admitted.

.....
Attorneys) for Plaintiff

PLEASE TAKE NOTICE

{ } NOTICE OF ENTRY

that the within is a (certified) true copy of a

entered in the office of the within named court on

{ } NOTICE OF SETTLEMENT

be presented for settlement to the Hon.

on _____ 200 , at

one of the judges of the within named Court,
M.

Dated: Plainview, New York

LAW OFFICE OF ALAN C. STEIN, P.C.

Attorney for Plaintiff